

MAINTENANCE AGREEMENT- "Exhibit B"

THIS MAINTENANCE AGREEMENT (the "**Agreement**") is entered into as of this ____ day of _____, 2008 (the "**Effective Date**") by [i] **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT** ("**Grantor**") whose address is 527 W. Jefferson Street, Louisville, Kentucky 40202, in favor of [ii] **21st CENTURY PARKS, INC.**, a Kentucky non-profit corporation, whose address is 471 West Main Street, Suite 202, Louisville, Kentucky 40202 ("**Grantee**").

WITNESSETH:

WHEREAS, Grantor is the owner of approximately _____ acres of land located in Jefferson County, Kentucky, more particularly described on **Exhibit A** (the "**Property**");

WHEREAS, Grantor has previously recorded that certain Deed Restriction dated _____, 200__, of record in Deed Book _____, Page _____, in the Office of the Clerk of Jefferson County, Kentucky (the "**Deed Restriction**");

WHEREAS, Grantor and Grantee have previously entered into that certain Grant of Temporary Construction Easement Agreement dated _____, 200__, of record in Deed Book _____, Page _____, in the Office of the Clerk of Jefferson County, Kentucky (the "**Easement Agreement**");

WHEREAS, Grantor desires to enter into this Agreement to create in favor of Grantee, its successors and assigns, maintenance rights more particularly described below which will assist Grantee in conserving, preserving and maintaining the Property in accordance with the Parks and Open Space Master Plan developed by Grantee (the "**Master Plan**"); and

WHEREAS, the conservation, preservation and maintenance of the Property will be done only in accordance with the Master Plan, which is of great importance to Grantor, Grantee, the people of Louisville Metro/Jefferson County, Kentucky and the people of the Commonwealth of Kentucky;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Grant of Easements and Rights. Grantor hereby enters into an agreement with Grantee [i] to maintain the Property consistent with the Master Plan and [ii] to have vehicular and pedestrian access, ingress and egress on, over and across the Property for the purpose of conserving, preserving and maintaining the Property in accordance with the Master Plan. To accomplish the purposes of this Agreement and the Master Plan, Grantee shall be allowed to enter upon the Property at all reasonable times, without prior written notice, in order to monitor compliance with and otherwise enforce the terms of this Agreement and the Master Plan;

2. Term. The term of this Agreement shall be for five (5) years, beginning _____ (the "**Term**"). The Term shall be extended in increments of five (5) additional years provided the parties do not provide notice of cancellation. Notice of cancellation, either by Resolution of the Council or letter from the Mayor, shall be provided by either party within six (6) months of the Term or extensions thereof.

3. Execution of Other Documents. The parties agree to execute such other agreements as may be necessary or desirable to confirm the use and enjoyment of the benefits granted herein.

4. **Amendment and Modifications.** This Agreement may not be modified except by written agreement executed by Grantor and Grantee.

5. **Entire Agreement.** This Agreement constitutes the entire agreement between the Grantor and the Grantee relating to park maintenance.

6. **Severability.** The parties agree that each provision of this Agreement shall be construed independent of any other provision. The invalidity or unenforceability of any particular provision of this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

7. **Recording.** This Agreement shall be recorded in the Office of the Clerk of Jefferson County, Kentucky.

8. **Governing Law.** This Agreement and the obligations of the parties hereunder shall be governed by and shall be construed in accordance with the laws of the Commonwealth of Kentucky in all respects.

[signatures on next page]

IN TESTIMONY WHEREOF, witness the signature of the Grantor as of the date and year first above written.

GRANTOR:

Approved as to form:

**LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT**

Michael J. O'Connell
Jefferson County Attorney

By _____
Jerry E. Abramson, Mayor

COMMONWEALTH OF KENTUCKY)
):SS
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this __ day of _____, 2008, by Jerry E. Abramson, as the Mayor of Louisville/Jefferson County Metro Government, on behalf of said entity.

My commission expires: _____.

NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:

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EXHIBIT A

(Legal Description of Grantor's Property)